

4.7 Faculty Employment Contract and Period of Performance

4.7.1 Faculty Employment Contract

Each newly hired faculty member shall receive an offer letter reflecting the new hire's academic appointment and rank, all financial commitments (including salary and startup, as applicable), and the standard terms and conditions governing the new hire's employment with Mines (variations from the standard employment terms, if any, are also reflected in the offer letter). In subsequent years, each continuing academic faculty member shall be notified in writing before the next period of performance of their salary for that upcoming period of performance, and such letter shall also reflect any changes in the faculty member's title or rank.

Academic faculty who are also appointed to an administrative position (including, but not limited to, Department Head, Associate Department Head, and Director) shall receive a supplemental letter regarding the additional position, and in subsequent years they shall be given salary update information concerning the additional position in the salary notification letter. Faculty who are appointed to a 12-month, full-time administrative position (such as Dean or Provost) do not relinquish their academic rank or tenure status. Upon the expiration or termination of the faculty member's administrative appointment, the faculty member has the right to return to academic faculty duties in their former academic position. Other arrangements with Mines, such as performance of extra duties for additional remuneration that are outside the period of performance and outside the scope of the faculty member's employment responsibilities, shall be reflected in a separate offer letter or term-limited contract, as appropriate.

4.7.2 Period of Performance and Payment of Academic Year Salary

A. Tenured and Tenure-Track Faculty, Teaching Faculty, and Professors of Practice

The period of performance for Tenured and Tenure-Track Faculty, Teaching Faculty, and Professors of Practice normally runs from the date of the annual Faculty Conference to the date of spring Commencement for each academic year. For first-year faculty, provisioning for campus access begins August 1. Any exception to these dates shall be noted on the offer letter or salary notification letter tendered annually by Mines to the faculty member. Academic year salary is generally paid to faculty members in ten equal installments on the last business day of each month from August through May. Faculty may request to receive their academic year salary in twelve equal installments. To do so, a deferred pay agreement must be completed in the Payroll office prior to the first day of work in the fall semester and is irrevocable for the academic year to which it applies. If the period of actual service does not equal a full academic year, salary will be earned in proportion to the fraction of the academic year in which services were actually rendered.

B. Other Non-Tenure-Track Faculty

Subject to their legislatively mandated employment-at-will status, the position renewal period for non-tenure-track faculty will vary according to the duration of the funding which has been secured to support the faculty member's position. Salary shall be paid in monthly installments

on the last business day of each month. If the period of actual service does not equal the full length of the position, salary will be earned in proportion to the fraction of the position period in which services were actually rendered.

4.7.3 Oath or Affirmation of Allegiance

Pursuant to the mandate of Colorado Revised Statutes, §22-61-104, all Mines faculty and staff members who teach, with the exception of non-tenure track faculty and staff members who are employed to teach in a temporary capacity and are citizens of a nation other than the United States, are required to take the following oath or affirmation:

I solemnly (swear) (affirm) that I will uphold the constitution of the United States and the constitution of the state of Colorado, and I will faithfully perform the duties of the position upon which I am about to enter.

This oath or affirmation must be signed and completed prior to the faculty or staff member's commencement of teaching duties. The faculty or staff member's employment is contingent upon satisfying this statutory requirement. A copy of the signed oath or affirmation will be retained in the employee's personnel file.